

Tennessee State Veterans' Home

Humboldt

For More Information Call (731) 784-8405

W.D. "Bill" Manning Tennessee State Veterans' Home

2865 Main Street Humboldt, TN 38343 (731) 784-8405

Home

Our Facility

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TSVH Home Page

Contact Us



Thank you for visiting our web site. Please contact us if you have questions or would like to schedule a tour of our facility.

W.D. 'Bill Manning Tennessee State Veterans' Home 2865 Main Street Humboldt, TN 38343

> Phone: (731) 784-8405 Fax: (731) 784-2448

> > - Or -

Contact our admissions director via E-mail

adhumboldt@tsvh.org



Greg Turnbo Administrator gturnbo@tsvh.org



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CONTRACT BETWEEN THE STATE OF TENNESSEE TENNESSEE STATE VETERANS' HOMES SOARD AND

CARE SERVICES MANAGEMENT

This Contract, by and between the State of Tennessee, Tennessee State Veterans' Homes Board, hereinafter referred to use the "State" and Care Services Management, hereinafter referred to as the "Contractor," is for the provision of on-site mobile devide services for residents of the Tennessee State "Contractor," is for the provision of on-site mobile devide services for residents of the Tennessee State Veterans' Homes Board ("TEVHE") finallities, so further defined in the "SCOPE OF SERVICES."

The Commistor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Tenne sees

A SCOPE OF SERVICES:

A.1. Contractor shall provide dentales and dental personnel, it cannot in the State of Tennesses, to provide on-site mobile dental emvious for reaklents of the TSVHB facilities who need and elect to utilize such existent.

A.2. Definitions.

- B. TSV/IB inclines shall rosen the existing TSV/IB facilities listed below and the TSV/IB facilities planned for Charteville, Bradley County, and Sheby County, it opened during the term of this contract. The existing TSV/IB facilities are:
 - I. Tennessee State Valerans' Horne, 345 Compton Road, Mudreasboro, TN 37150, (615) 865-8650
 - W.D. Menning Tennesses State Veterana' Home, 2865 Main Street, Humboldt, TN 38345, (731) 764-6405
 - III. Sensior Ben Atteley Tennessee State Veterant Home, One Veterant Way. Knowing, TN 37831, (665) 862-8152

The Clarksville TSVHB facility, located at 250 Arroycood Orive, is expected to open in the first quarter of 2015.

- A.3. Contractor shall coordinate routine visits every times (3) months, unless the TSVHB facility size ments monthly or bi-monthly visits to insure proper dental care and to keep the TSVHB facility in compliance with State of Tennessee dental and long-term some regulations.
- A.4. Contractor shall provide evaluation and treatment of residents' conditions to ensure proper dental care. Routine dental care whall include, but is not limited to, notine exams for signs of disease, diagnosis and treatment plane for dental disease, cleanings, interest radiographs, treatment of diseased and tissue, presitiodomics procedures (dentures both full and partials), denture plate adjustments and reliable, extractions, fillings (if applicable), and periodomics.
- A.5. Confined a small respond to each facility's additional requests for services in a timely manner, not to exceed the (10) days for residue services. Commeter will respond in emergency situations within twenty-four (24) hours.
- A.5. Contractor shall also provide occurate and timely documentation of services or trushment renidered, giving the appropriate 'solity's copy of the dental progress note for the recident's medical record. This dental progress note will be a detailed account of the resident's dental visit with recommendations for further dental care.



- A.7. Contractor shall provide billing information to facility as necessary for convices provided to residents of the facility.
- A.C. Contractor services conveyed by he on-site mobile dental unit shall be scheduled and coordinated minority the designated facility representative. Contractor shall not have unlimited access to necidarity. A facility employes will be assigned to transport residents to and from the area where service will be performed.
- A.9. Each facility shall gestet and use its best efforts to amange for a minimum of ten (10) residents to be seen on each mobile unit vieit. Initial Dontal Examination and Treatment Plan Consultation for the denial made of TBVH residents and/or denial delivates may be conducted in the Facility apart from baving the mobile denial unit an-airs.
- A.10. Each facility shall respond to Confractor's requests for information in a timely manner and shall provide copies of resident face sheets for those residents approved for transment, Eablity information and accurate and timely documentation and billing information as necessary to assist in the processing of services provided.
- A.11. Confractor shall obtain consent for dental services wither from the resident or from the necklers's responsible party. Confractor shall provide a copy of property sutherized consent for freelment to the facility prior to initiation of treatment. Facility staff will provide Contractor with contact information as needed.
- A.12. Contractor shall bill residents or their responsible parties or their filling party payer sources in accordance with an established fac schedule to be provided to each facility. Such fee schedule shall be determined beset upon CDT-3, dented procedure codes as promugated by the American Dental Association. Contractor will follow the CDT-3 fee schedule without verience, unless Contractor discounts residents and the facilities, provided that any such discount chall be made in accordance with all applicable two including, but not limited to the Anti-tickback shall be made in accordance with all applicable two including, but not limited to the Anti-tickback shall be made in accordance with all applicable two including, but not limited to the Anti-tickback shall be be indeed in accordance of the Tennesses billing and shall submit request for term D approval to the appropriate office of the Tennesses billing and shall submit request for term D approval to the appropriate office of the Tennesses Department of Human Services. If applicable, and shall be responsible for providing any necessary diplical documentation recessory to obtain approval for payment. Americal tee schedules (to trickle any discounts) will be provided to each facility thirty (30) days prior to effective data of americana.
- A 13. Facilities agree to cooperate as massasary with Contractor to facilities billing for Contractor's solvious including, if and as passessary, access to a resident's medical or deals files and patient Medicald bibling information with regard to reinhousement for services readered during the farm of this agreement to the object of this agreement to the object of this agreement to the object of this repair to office of the Tannesses Department of authority a request for item D approval to the appropriate office of the Tannesses Department of Human Sarvices, it applicable, and shall be responsible for providing any necessary citated documentation necessary to obtain approval for payment.
- A.14. Petient Trust Recidents: Facility shall indicate to Contractor those realders whose funds are maintained to patient trust by the facility. Facility agrees to pay Provider from such active trust accounts any amounts due provider for denial services within thinky (30) days of receipt of the accounts are amounts due provider for denial services within thinky (30) days of receipt of the monies generated by tern D. from the Tennessee Department of Human Services in accordance with Tennessee State law. No payment will be made if there is a problem with the item D approvident in the term of the contractor will furnish a copy of properly authorized consent form to Patlant Trust Countries.
- A.15. Private Pay, Non-Medicaid Residents. Contractor shall obtain prior approval from Responsible Party and bit them disadly for services rendered. Should Contractor detarmine that the dental



needs of a resident exceed the resident's financial resources. Contractor shall bring such situation to the situation of the faithful determine the proper course of ection prior to implementing the needed estytose. Facility will seeled in efforts to secure a funding source for appropriate traditions.

- A.16. Contractor warrants that all dental parannul shall have the qualifications, certifications, and/or licenses necessary under federal and state law and regulations to provide the services contemplated by this agreement. Contractor shall provide Facility, prior to the commencement of any dental services to residents of the Facility, with a copy of all such certifications and licenses as required in the State of Tennasses.
- A.17. Contractor shall perform all services under this Agreement, and shall one or that the decilete and technicians provide such services in accordance with all applicable law, any and all regulatory and acceptitation standards applicable to the Facilities, including, without imitation, those requirements imposed by the Joint Commission on Acceptation of Healthcare Organizations, the Medicaral Medical conditions of participation and any amondments thereto.
- A.18. Each facility agrees to make available to the mobile unit sufficient space in the facility, with access to water supply and appropriate electrical connections to meet with and provide cervices to residents as required by this agreement.
- A.18. It is agreed that this contract is entered into for the convenience of both parties and to provide the best quality care for TSVH residents. Nothing contained herein shall be construed in such a manner as to grant to Contractor exclusive rights to treat TSVH residents. Feeldents and their families shall, at all times, retain the right to select his her provider of choice, and the TSVHB shall retain the right to contract with other providers in order to ensure quality care for residents.
- B. CONTRACT PERIOD:

This Contract that he effective for the pariod beginning April 1, 2014, and ending on March 31, 2019.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performence of services under this contract.

- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until & is signed by the contract periods and approved by appropriate officials in eccordance with applicable Tennesses laws and regulations (depending upon the appelies of this contract, said efficiels may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Compitaler of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a unition amendment signed by all parties interior and approved by both the officials who approved the base contract and, depending upon the specifies of the contract as amended, any additions officials required by Tennessee laws and regulations (said efficials may believe, but are not limited to, the Commissioner of Figures and Administration, the Commissioner of Human Resources, and the Commissioner of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other; at least thirty (30) days before the effective date of termination. Suid termination shall not be deemed a breach of contract. Upon such termination, neither the Stele nor the Contractor shall have a right to any actual general, special, incidental consequential, or any other demages whatsoever of any description or expount.

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- D.4. Termination for Cause. If the Contractor falls to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of faibility to the State for damages sustained by virtue of any breach of tiple Contractor.
- D.5. Substantiacibis. The Contractor shall not easign this Contract at enter into a subconfract for any of the services performed uniter this Contract without obtaining the prior written approved of the State, each shall contain, at a minimum, sections of this Contract below partially to "Conflicts of Interest." "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- O.S. Confideral Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennesses as wages, compensation, or othe in exchange for suching as an officer, again, employee, subcombastion, or consultant to the Contractor in connection with any work contemplated or performed residue to this Contract.
- D.7. Monificatinibultim. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied beliefly of, or be otherwise subjected to distribution in the excluded from participation in, be denied beliefly of the contractor on the grounds the performance of this Contract or in the employment practices of the Contractor on the grounds of handloop or disability, sign, rare, color, sellipies, ext, national edgit, or any other classification protected by Federal, Tenhasses State constitutional, or classifier two. The Contractor shall, upon request, whose proof of such monification and shall post in conspicuous places, available to all amployees and applicants, notices of nontriccimisation.
- D.8. Prohibition of Henri Imminrants. The requirements of Tennessae Gode Annatated, Section 12-4124, of Seq., addressing the use of litigal immigrants in the performance of any Contract to supply goods or wardens to the utids of Tennessae, whall be a mutated provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. The Contractor travely steeds, certifies, warrants, and assures that the Contractor shall not knowingly stilled the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall notifier this alteriated, in writing, by submitting to the State a completed and eighed copy of the consument of Attachment A, hence, semi-amount during the partied of this Contract. Buth streament as that he maintained by the Contractor and made available to exist officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semiennually thereigher, during the period of this Contract, the Contractor shall obtain and retaining current, written attestation that the subcontraster shall not knowingly utilize the services of an illegal knowing and to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an Illegal tending in the perform work relative to this Contract. Attentions obtained from such subcontraster shall be maintained by the Contractor and made available to state officials.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable itime upon reasonable notice by the State.



- ti. The Contractor understands and agrees that failure to comply with this section will be subject to the senctions of Tonnessee Code Annotated, Section 12-4-124, of seq. for ects or of missions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an office, proposal, or bid to contract with the Sixte of Tonnessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of liegal immigrants during the performance of file Contract.
- For purposes of this Contract, "flegol immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Recident, or a parson whose physical presence in the United States is such orace or aboved by the federal Department of Hameland Security and who, under federal Immigration tows and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. <u>Becomin</u>. The Contractor shall maintain documentation of services rendered under this Contract. The hoole, records and documents of the Contracts, tractor as they relate to work performed under this Contract shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to multi, at any reasonable time and upon reasonable notice, by the Contract and shall be subject to multi, at any reasonable time and upon reasonable notice, by the Contract and a final date of the Treesury, or their day appointed representatives.
- D.10. Mankering. The Contractor's activities conducted and records materials of pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or train duty appointed representatives.
- D.11. Stitle Petermense. Pallure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, operant and one of provisions of this Contract shall not be construed as a waiver or relinquishment of any such torm, coverant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contrader. The period hereto, in the performance of this Contract, shell not act as employees, periods, joint venturers, or associates of one another. It is conrecely ecknowledged by the parties hereto that such periods are independent contracting antities and that nothing in this Contract shall be construed to exects an employed relationship or to allow either to exectly contract shall be construed to exects an employed relationship or to allow either to execute contract or direction over the manner or mathod by which the other transacts its business efficient or provides its usual services. The employees or egents of one party shall not be deemed or continued to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public ligibility and other appropriate forms of insurance, insteading adequate public ligibility and other appropriate terms of insurance on the Contractor's employees, and to pay all applicable tower incident to this Contract.

- D.13. String Liability. The State sheet have no leability except as appointedly provided in this Contract.
- D.14. Force Malutre. The obligations of the parties to this Controct are subject to prevention by causes beyond the parties control that could not be availed by the concles of due care including, but not limited to, natural disasters, note, wave, apidemics, or any other similar cause.
- D.15. State and Federal Commissions. The Contractor shall comply with all applicable State and Federal Issue and regulations in the performance of this Contract.
- D.18. Government Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the cours of the State of Tennessee in actions that may arise under this Contract. The



Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or the employees hereunder, and any remedies ensing therefrom, shell be subject to and limbed to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

- D.17. Combidiense. This Contract is complete and contains the entire understancing between the parties relating to the subject matter contained herein, including all the terms and conditions of the guides' agreement. This Contract supersedes any and all prior understandings, representations, nugotisations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Bevantility. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be effected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared
- D.18. Heading. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Confiding Terms and Conditions. Should any of these special terms and conditions confict with any other terms and conditions of this Contract, these special terms and conditions chall control.
- E.2. Communications and Controls. At instructions, notices, consents, domands, or other communications required or contemplated by this Contract shall be in writing and shall be made by collisted, first class small, return excelpt requested and postage prepaid, by evernight counter services with an asset tracking system, or by EMAIL or facebrile transmission with recipient confirmation. Any such communications, regardless of matriced of transmission, shall be addressed to the respective party if the appropriate maling eddress, teographs number, or EMAIL addresses soft forth below of to that of such other party or address, as may be hereafter specified by written notice.

The State;

Pern Hayden-Wood, Director of Risk Management Tensousce State Veterans' Homes Soard P.O. Box 11328 Multimasboro, TN 37129 ohspitan-uporidite/hom Telephone 4: 515-225-1804 FAX 9: 615-225-1816

The Contractor:

Kerl Litherung, Director of Operations
Core Services Management
730A Middle Tennessee Suits #10 Mustreasboro, TN 37128
P.O. Box S31102, Mustreasboro, TN 37133
katheronocamillarinalicann
Telephone # 615-659-9105 cell 625-225-0975 office
Pax # 615-628-2991

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

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- E.3 Temperone Department of Revenue Registration. The Contractor shall be registrated with the Department of Revenue for the collection of Temperone sales and use tax. This registration requirement is a material requirement of this Contract.
- E.4. Insulation. The Contractor shall carry adequate liability and other appropriate forms of insurance.
 - a. The Contractor shall maintain, al minimum, the following insurance coverage:
 - (1) Workers' Compensation/Employers' Liability (including of states coverage) with a finit not less than the relevant statutory amount or one million delice (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including parsonal injury & property demange, promises/operations, independent contracter, contractual fiability and completed operational products with a bodity injury/property damage combined single limit and less than one million deliess (\$1,000,000) per occurrence and two million deliers (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, blood, and non-owned vehicles) with a bodily injury/property damage combined single time not less than one million dosare (51,000,000) per occurrence.
 - (4) Professional Malpasatos Liability with a finit of not less than one million delians (\$1,000,000) per command two million delians (\$2,000,000) aggregate.
 - a. At any time State may require the Contractor to provide a valid Certificate of Insurance desiring Coverage Description; Insurance Company & Policy Number, Exceptions and Exclusions; Policy Effective Delte; Policy Expiration Date; Limitie) of Liebility; and Name anti-Address of Insurance. Pelium to provide required endeance of Insurance coverage shall be a material breach of this Contract.
- E.6. Confidentiality of Reports. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, respectives of form, medium or method of communication, provided to the Contractor by the State or sequired by the Contractor on behalf of the State shall be reported as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and athical standards. Such confidential information shall not obtain a state of the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written applies the information; independently developed by the Contractor's knowledge, is the to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without Contractor without the use of the State's information; or, disclosed by the State to others without information without the use of the State's information; or, disclosed by the State to others without information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to Intentional or negligent actions or inactions of agents of the State or third parties.

It is expressive understood and agreed the obligations set forth in this section shall survive the termination of this Contract.



- E.6. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Industrance Postability and Accountability Act of 1886 (HIPAA) and its accompanying regulations.
 - a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy effects and other compliance officers required by RIPAA and its regulations, in the course of performance of the Contract on that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA parmits the State to receive such information without entering into a business sessociate agreement or eigning another auch document.
- E.7. <u>Neberment and Suspension</u>. The Contractor centifies, to the best of its knowledge and belief, that it, he current and future principals, its current and future principals.
 - are not presently deburred, suspended, proposed for deburnent, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or entires;
 - b. have not within a three (3) year paried preceding this Contract been convicted of, or had a civil judgment rendered against them from commenter of field, or a criminal offence in commenter with obtaining, attempting to obtain, or performing a public (tederal areas), or local) beassection or grant under a public transaction; violation of federal or siste areas; as statutes or commission of embezzionem, their, forgery, britishy, fatelication, or destruction of records, making false statements, or receiving stolar property;
 - are not presently indicted protherwise criminally or civily charged by a government entity
 (federal, state, or local) with commission of any of the offenses detailed in section b. of
 this certification; and
 - trave not within a three (3) year period preceding this Contract had one or more public transactions (feiters), state, or total) terminated for source or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an entire fallow to disclose information or that due to changed discumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.O. Disclosure of Personal identity Information. The Contractor shall report to the State any immunes of unsultivitized disclosure of confidential information that come to the attention of the Confidential Information that come to the attention of the Contractor within twenty-four (24) hours after the Instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deerned to be part of a potential disclosure. The Contractor shall been the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITHESS WHEREOF,

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CARE SERVICES MANAGEMENT:

| Marine Michaele | et/ette/14 |
|---|-----------------|
| CONTRICTOR SIGNATURES | DATE |
| Jenny McLaughlin, Director of | Carations |
| PRINTED NAME AND TITLE OF CONTRACTOR SIGNATOR | MY (above) |
| | |
| Tennessee State Veterans' Homes Board: | |
| | |
| ma 6 mass | pla. Luc |
| William Ser (III) | 2/26/14 |
| MARY PURES CHAIRMAN | DATE |
| | |
| APPROVED: | |
| Wildern: | - |
| | , |
| Alla la Course | May 4,2014 |
| COMMISSIONER OF VETERANS AFFAIRS | DATE |
| COMMISSIONER OF ASTEROMS WINNING | |
| | , |
| Marael & Perry (OW) | 3-12-14 |
| I KACNALL S. FLATERY G.O. | DATE |
| CHIEF PROCUREMENT OFFICER | Orders con |
| | |
| O the Dellar of | 4/16/14 |
| Gustin P. Wilson n.S. | 4/16/14 DATE |